

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO.2162 OF 1998

Bank of India ...Plaintiff

Versus

Mr.Devinderkumar Bathla ...Defendant

Shri H.V.Narsana i/by Harshad & Co for the Plaintiff.

CORAM : ABHAY S.OKA, J.
DATED : OCTOBER 30th, 2007.

ORAL JUDGMENT:

1. This suit has been listed under the caption of "Undefended Suits for Exparte Decree". The suit is filed by the plaintiff for recovery of a sum of Rs.60,566.96/- with further interest at the rate of 30% per annum. According to the case of the plaintiffs, a facility of credit card of the plaintiff-bank was availed of by the defendant during the period from 02nd December, 1994 to 01st August, 1995. Various amounts were debited by the plaintiff to the saving bank account of the defendant for the use of the credit card. It is stated that during the period between 02nd December, 1994 to 01st August, 1995, the defendant utilised total credits of Rs.46,488.40/-.

2. According to the case of the plaintiffs, part payments were made by the defendants from time to time

and last payment was made of Rs.10,000/- on 30th March, 1995. The suit is for recovery of the outstanding amount.

3. The plaintiffs have filed an affidavit of Mr.V.G. Samant, Senior Manager for proving the claim. The said affidavit is taken on record and marked "X" for identification. The plaintiffs have also produced on record the original documents. The first document is an application for grant of credit card facility submitted by the defendant and the second document is a certified extract of the account of the defendant showing the liability of the defendant to pay the amount for the the use of the facility of the credit card. The extract of account has been duly certified under the Bankers' Books Evidence Act, 1891. The claim in the suit has been duly proved by the plaintiffs by the said affidavit and the documents. The affidavit and documents prove the fact that the defendant availed of the facility of the credit card but failed to clear dues.

4. The plaintiffs have claimed further interest at the rate of 30% per annum. Considering the facts and circumstances of the case, further interest deserves to be granted at the rate of 12% per annum.

5. Hence, the suit is decreed in terms of prayer clause (a) with modification that further interest payable on the principal amount of Rs.31,098.96/- will be at the rate of 12% per annum from the date of institution of the suit till realisation or payment.

6. The plaintiffs will be entitled to refund of court fees, if any, as per the rules.

7. Certified copy is expedited.

JUDGE